



## RESTORATION SERVICES AGREEMENT

THIS RESTORATION SERVICES AGREEMENT ("Agreement") is made effective on 9-18-17 by and between:

**OWNER:** **VICTORIA COUNTY**

and

**CONTRACTOR:** Virtus Group LLC  
13725 S. Mur-Len Rd  
Olathe, KS 66062

**PROPERTY:** **VICTORIA COUNTY BUILDINGS**

### GENERAL SCOPE OF WORK:

Virtus Group will furnish all labor, materials, supervision and management to complete emergency services and reconstruction, restoration or repair to county owned buildings as a result of Hurricane Harvey.

### CONTRACT PRICE:

Contractor conducted inspection of Owner's Property after HURRICANE HARVEY that occurred on or about 8/25/17. Owner desires to hire Contractor to perform the restoration, remediation, and other services on the Property as outlined in the general scope of work noted above.

The Parties agree as follows:

- 1. The Work.** Contractor agrees to perform the remediation, restoration, and other services on the Property as agreed to with Texas Association of Counties (the "Work"). Contractor shall provide all labor, materials, equipment, tools, machinery, transportation, testing, waste disposal, and insurance to perform the Work.
- 2. Commencement and Completion.** Contractor will perform its work with diligence and promptness and as mutually agreed upon by the parties. Contractor HAS ALREADY STARTED OR WILL commence work on the Project immediately upon the signing of this Agreement by Owner and receipt of the initial down payment. Contractor anticipates the Contract Time to be 240 days.
- 3. Contract Price.** Owner agrees to pay Contractor for the performance of the Work in the total sum to be determined by final agreement with Texas Association of Counties on the total cost of damages, plus any deductible the Owner may have under the insurance policy, subject to additions and deductions for changes in the Work.
- 4. Terms and Conditions.** The Standard Terms and Conditions, which are attached to this Agreement as Attachment B, are attached to and made a part of this Agreement. The Standard Terms and Conditions govern all work performed by Contractor and its subcontractors. In the event that any provision of any invoice, acknowledgment, quotation, proposal, delivery ticket, authorization, work order, schedule, purchase order, or other document whatsoever provided by either party to the other party conflicts with or alters the provisions in this Agreement, the provisions of this Agreement shall govern and control, and the terms of such document are void and unenforceable. This Agreement may be modified only by a writing signed by both parties.

5. **Special Provisions:**

**List of Attachments:** The following Attachments are part of this Agreement:

Attachment A – Time & Material Rate Schedule

Attachment B – Standard Terms and Conditions

**Payment Terms:** Initial down payment \$\_\_\_\_\_

6. **Authorization to Pay:**

To: \_\_\_\_\_ Insurance

I understand this Authorization-To-Pay extends solely for the services or repair expenses covered by my insurance policy as a result of the above named loss.

I agree to separately pay and be liable to the independent contractor and/or independent service provider(s) for any services, repairs or additional improvements made at my direction that are not covered under my insurance policy.

I authorize payment on my behalf to Virtus Group, LLC in the above referenced claim for the amount shown on the final estimate(s) or invoices sent to \_\_\_\_\_ (Insurance Company) by the above named contractor/service provider

7. **Complete Agreement.** This Agreement sets forth the entire and integrated agreement between Owner and Contractor and supersedes any and all prior agreements, representations, and negotiations. No verbal agreement or conversation with any representative or employee of Contractor, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations of this Agreement.

**OWNER:**

By: 

Title: County Judge

Date: 9-18-17

**CONTRACTOR:**

Virtus Group, LLC

By: 

Title: National Account Manager

Date: 9/21/17



## ATTACHMENT A

### Time & Material Rate Schedule

## ATTACHMENT B STANDARD TERMS AND CONDITIONS

### 1. Warranty.

**Workmanship:** Contractor warrants that the work performed will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the Work.

**Material Warranty:** Contractor warrants that all materials and equipment used in the Work will be free of any security interest and will make available to Owner all transferable warranties made to Contractor by the manufacturer of the materials and equipment.

**Entire Warranty:** THE WARRANTIES OF THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Contractor's Obligation:** Contractor shall correct any defects due to faulty workmanship, which appear within twelve (12) months after substantial completion of Contractor's Work. Contractor's obligation and liability under this warranty are limited to the repair or replacement of any defective workmanship or materials, at the project site, and shall not in any case extend to any loss of anticipated profits, rents, shutdown or non-operation of the facility, or other consequential loss suffered by Owner from any cause, including defects covered by this paragraph.

**Exclusions:** This Warranty does not cover any failure or defect resulting from:

1. Substrate deterioration or movement;
2. Water infiltration;
3. Harmful chemicals, fumes, or vapors;
4. Vandalism or physical abuse;
5. Lack of proper maintenance and repair;
6. Unauthorized penetrations or repairs;
7. Acts beyond the reasonable control of Contractor, including without limitation, fire, flood, earthquake, tornado, explosions, Acts of God, or other catastrophic events.

**Notice:** Any warranty claim must be presented promptly in writing to Contractor, but in no event more than 12 months after the substantial completion of Contractor's Work, or the claim shall be waived by Owner.

**2. Terms of Payment.** Payments are due within ten (10) days from the submission to Owner of an invoice for payment or as set forth in paragraph 5 of the Agreement. A "late payment" charge of one and one-half percent (1-1/2%) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately. Contractor may request monthly progress payments for the value of the work performed.

**3. Permits.** Unless otherwise provided in the Agreement, all building, construction, and other permits required for the Work shall be obtained by Contractor with Owner's assistance.

**4. Other Charges.** The Contract Price shall include applicable sales and use tax. However, Owner shall pay any other charges upon the sale, use, transportation, production or installation of the material, structures, or real property additions and improvements in excess of those covered by this Agreement. If Contractor is required to pay any such charges, Owner shall promptly reimburse Contractor.

**5. Performance Dates.** The schedule, if stated in the Agreement or Contractor's Proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in delivery, fabrication or installation when such delays result from acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Contractor shall not be responsible for damages for delayed completion.

**6. Contract Amendments.** Either Contractor or Owner may propose changes to the Work, and such changes shall be incorporated into Contractor's Work as long as mutually agreed upon and the proper adjustments in price and schedule are made.

**7. Access.** Owner shall provide adequate working and storage areas, utilities, and reasonable access to the job site.

**8. Property/Site Conditions.** Because the Work involves the restoration, remediation, and repair of damaged property, Contractor has used a reasonable judgment in submitting its proposal to repair the Property. Contractor shall advise Owner of any

conditions that differ from the anticipated conditions. Contractor is entitled to an adjustment in the Contract Price and Owner shall pay any additional costs incurred by Contractor plus a reasonable overhead and profit as a result of variations in the conditions of the project or site or Property (including but not limited to conditions that were not anticipated by Contractor.)

**9. Hazardous Conditions.** In the event that Contractor encounters material on the site that is reasonably believed to be a hazardous substance, including without limitation, asbestos-containing material, Contractor will immediately stop work in the area affected and report the condition to the Owner.

- A. Upon Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Price shall be increased in the amount of the Contractor's additional costs of shut-down, delay and start-up, plus a reasonable markup for overhead and profit.
- B. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Contractor and its subcontractors, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**10. Labor.** Contractor will use non-union labor. If use of union labor or the payment of prevailing wages is required, the Contract Price will be modified for the cost of using union labor or paying prevailing wages.

**11. Professional Services.** Contractor is not a licensed design professional and is not providing professional architectural, design, or engineering services in performing the Work. If Contractor determines that the services of a professional architect or engineer are required, such services, will be provided by Owner or, if requested by Owner, may be subcontracted by Contractor, with Owner reimbursing Contractor for the costs of retaining such professional, including an appropriate markup.

**12. Indemnification.** Owner agrees to defend and indemnify Contractor against any loss or expense from any claim or suit against Contractor as a result of any bodily injury or property damage to the extent caused by the negligence of Owner or its agent, employees, or suppliers. Contractor agrees to indemnify Owner for any loss or expense from any claim or suit against Owner as a result of any bodily injury or property damage to the extent caused by the negligence of Contractor or its sub-subcontractors, agents or employees. Neither party shall be required to indemnify the other party for the other's negligence.

**13. Insurance.**

- A. **Owner's Insurance.** Owner will procure and maintain Commercial General Liability insurance from commencement of the Work until twelve (12) months after the Project is finally completed. The limit of liability under such insurance shall be at least \$1,000,000 for any one occurrence. Owner shall purchase and maintain for the term of the Agreement property and casualty insurance in the full replacement value of the Property.
- B. Owner and Contractor waive all rights of subrogation for claims covered by the Parties' insurance.
- C. **Contractor's Insurance.** Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:
  - 1. Commercial General Liability (CGL) \$1,000,000
  - 2. Business Automobile Liability \$1,000,000
  - 3. Umbrella \$1,000,000
  - 4. Worker's Compensation Statutory Limits

**14.** Contractor will name Owner as an additional insured on commercial general liability insurance policies upon request.

**15. Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF ANY WORK PERFORMED FOR OWNER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, BUSINESS INTERRUPTION, INTEREST, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF THE OWNER'S FACILITIES OR PROPERTY, INCREASED EXPENSES OF OPERATION OF THE PROJECT, THE FACILITY, OR OTHER FACILITIES, OR SPECIAL CONSEQUENTIAL LOSS OR DAMAGE, ARISING FROM ANY CAUSE WHATSOEVER. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Owner or anyone claiming by or through Owner, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services or Work or the Project, from any cause or causes whatsoever, including without limitation, negligence, strict liability, warranty, or breach of contract, shall not exceed the Contract Price.

**16. Cancellation.** Upon cancellation of this Agreement prior to completion of project, Owner shall be responsible to Contractor for all costs of cancellation, including (1) the proportionate contract price for all Work completed, whether shipped or not, prior to Contractor's receipt of notice or cancellation; (2) all costs incurred by Contractor in connection with Work not completed at the time notice of cancellation is received; (3) 25% of Contractor's anticipated profit/fee for the work not performed; and (4) all expenses incurred by Contractor by reason of such cancellation, including costs arising from termination of subcontractors and vendors. This clause shall not limit nor apply to Owner's remedies in the event Contractor breaches or fails to perform any of the material terms of this Agreement; provided, however, that Contractor's liability shall not exceed the limitation of liability set forth in these Standard Terms and Conditions.

**17. Termination.**

- A. If the Owner fails to make payment for a period of 20 days after the date the payment is due, Contractor may, upon three days' written notice to Owner, terminate this Agreement and recover from the Owner payment for Work executed and for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit applicable to the Project. In the alternative, Contractor may suspend Work until payment has been made and shall be entitled to recover from

Owner all cost incurred in starting and stopping Work on the Project.

- B. If Contractor defaults or persistently fails or neglects to carry out the Work in accordance with this Agreement or fails to perform a provision of the Agreement, Owner, after seven days' written notice to Contractor, may make good such deficiencies and may deduct the reasonable cost thereof from the payment due Contractor. If the unpaid balance of the Contract Amount exceeds costs of finishing the Work, such excess shall be paid to Contractor, but if such costs exceed such unpaid balance, Contractor shall pay the difference to Owner, subject to the limitation of liability set forth in these Terms and Conditions.

**18. Choice of Law.** This Agreement and any disputes arising under or related to it shall be governed by the laws of place where the Project is located.

**19. Assigns.** Neither party shall assign this Agreement without written consent of the other party; however, subcontracting is permitted.

**20. Attorneys' Fees.** In any proceeding or other action brought by one party against the other party to enforce or interpret the terms of this Agreement, or to resolve any dispute concerning any of the services, work, or obligations of this Agreement or any other matter arising out of this Agreement, the prevailing party in such proceeding or action shall be entitled, in addition to such other relief the court may grant, to an award of its costs and expenses incurred in connection with the proceeding or action, including, but not limited to, reasonable fees and disbursements of its attorneys.

## ATTACHMENT C

### County of Victoria and Virtus Group Victoria County Buildings

Notwithstanding any other provision to the contrary, this Agreement may be terminated at any time without any penalty to Victoria County if funds related to the County's payments under this Agreement are not available or are not appropriated by Victoria County, Texas and/or the State of Texas and or the Federal Government.

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Victoria County Initials



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Virtus Group Initials





## Exhibit "A" Rate Schedule

### SCHEDULE A - LABOR

#### I. Personnel Labor Rates:

A.	Classification	Code	Hourly Rate
	Project Consultant	PCS	\$150.00
	Project Coordinator	PC	\$125.00
	Senior Project Manager	SPM	\$110.00
	Project Manager	PM	\$88.00
	Health & Safety Officer	HSO	\$85.00
	Assistant Project Manager	APM	\$77.00
	Supervisor - Environmental	SE	\$75.00
	Project Accountant	PA	\$65.00
	Resource Coordinator	RC	\$62.50
	Restoration Supervisor	RS	\$56.00
	Construction Technician - Drywall / Paint / Carpenter	CST	\$48.50
	Restoration Technician	RT	\$45.00
	Environmental Worker	EW	\$45.00
	Skilled Labor	SL	\$39.50
	Project Admin	PAA	\$36.00
	General Labor	GL	\$32.00
B.	Management Fee (Management of Customer Labor Force)		\$5.50 per hour / person

#### Labor Considerations / Provisions

1. All hours worked in excess of 40 hours in a week, plus Saturday and Sunday, will be billed at 1.5 times the normal rate unless State Law requires differently (ie: OT after 8 hours per day and weekends and/or double time on Sundays, etc. see #6)
2. All National holidays & holidays recognized by Virtus will be billed at (2) times the normal billing rates. Recognized New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas.
3. When circumstances beyond our control require Virtus to stand-by at the job site, a minimum charge of 6 hours per employee will be billed without overtime.
4. Travel time for personnel shall be billed at the scheduled rates and subject to #2 & #3.
5. Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other provisions.
6. Under certain circumstances, Virtus may need to engage additional personnel in the categories listed above. If the cost for this personnel exceeds our listed price, Virtus will charge the cost plus 30%.
7. All Virtus Personnel and designated labor crews engaged by Virtus, will be invoiced at the above labor rates.

Customer Initials: B-3





## **II. DOCUMENT RESTORATION SERVICES**

Document drying costs will be determined  
per job for the following factors:

UNIT RATE  
\$45.00 - \$95.00 / Cubic foot

### **A. Nature of Damage**

Moisture Saturation  
Degree of Char/Soot Residue  
Mold/Mildew/Infestation  
Smoke Odor  
Deodorization Requirements  
Contamination Factors include Debris, Sewage,  
and/or Hazardous Materials

### **Document Remediation Provision:**

The above rates represent the charges of document freeze drying only. Labor, equipment, materials and other costs incurred in connection with document projects will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.

## **III. EXPENSES / REIMBURSABLE**

### **A. SUBCONTRACT / SPECIALTY WORK:**

If a specific need for a particular trade or service which Virtus does not provide or is unable to provide, for the project, the amount invoiced will be billed at cost plus 10% overhead plus 10% profit.

### **B. TRAVEL, LODGING AND PER DIEM**

Virtus will bill for costs incurred for lodging and per diem for personnel assigned to the project per the current Government Service Administration (GSA) rates as posted on their web site [www.gsa.gov](http://www.gsa.gov), such items will incur a markup of ten & ten percent (10% & 10%).

*\*Virtus Group & client may negotiate a per day or percentage of labor charge to cover incidental costs per project. (15%)*

### **C. FREIGHT / TRANSPORTATION**

Virtus shall be compensated for costs incurred for the transportation of equipment and materials to & from the worksite. All such costs shall be billed at actual cost plus 10% overhead + 10% profit.

### **D. TAXES AND PERMITS**

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Virtus shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

### **E. INDIRECT COSTS**

Virtus will have the option ( but not the obligation) during a declared State of Emergency (including natural disasters such as hurricanes, tornadoes, floods etc.) whether pending or existing, to pass onto our customer all indirect costs associated with mobilization and management of the related recovery services, an amount not to exceed 5% of all labor, equipment and consumables on each and every job managed by Virtus Group under these circumstances.

Customer Initials: B32



## SCHEDULE B - CONSUMABLES

### Consumables Considerations / Provisions

#### Material Rate Considerations

Consumables purchased locally where the cost exceeds 80% of the scheduled rate will be charged at the documented cost plus 10%+10%. Virtus reserves the right to change consumable rates affected by market conditions.

#### Unscheduled Materials

For materials not listed above, that are purchased for the project, the rate invoiced to the Customer will be the rate charged to Virtus plus 10%+10%.

Description	UOM	Rate
Adhesive Remover	Gal	\$42.00
Adhesive Spray	Can	\$19.50
Carpet, Cleaner	Gal	\$40.50
Carpet, Defoamer - 32 oz	Can	\$19.00
Carpet, Defoamer - Gallon	Gal	\$30.00
Carpet, Deodorizer	Gal	\$51.80
Cleaner, Glass	Can	\$5.00
Cleaner, Glass - Gallon	Gal	\$16.00
Degreaser, General Purpose - Cleaner	Gal	\$36.50
Degreaser, Heavy Duty - Cleaner	Gal	\$38.50
Deodorizing Gel Block (80oz tube)	Ea	\$40.00
Deodorizing Liquid (Lemon Oil)	Gal	\$56.50
Deodorizing Odor Blocks	Ea	\$7.50
Disinfectant / Biocide / Antimicrobial	Gal	\$68.50
Disinfectant / Biocide / Antimicrobial - tablets	Ea	\$4.50
Bleach - up to 1 gal	Ea	\$11.50
Isopropyl Alcohol 99% - up to 16oz	Ea	\$10.50
Thermo Fog	Gal	\$138.50
Furniture Polish	Can	\$10.50
Goof Off - up to 16oz	Ea	\$12.00
Goof Off - to 1 gal	Ea	\$57.00
Stainless Steel Cleaner	Can	\$17.50
Sealant, Encapsulant, Duct	5 Gal	\$572.50
Sealant, Encapsulant, Pigment	5 Gal	\$460.82
Sealant, Encapsulant, Pigment / Antifungal	5 Gal	\$489.00
Coil Cleaner	Gal	\$44.50
Bags, Contractor Trash - up to 32 count - 3mil	Bx	\$48.50
Bags, Contractor Trash - to 50 count - 4 mil	Bx	\$98.00
Bags, Trash Environmental - 6mil	Bx	\$134.50
Box, Book / Freeze Dry (1.5cu)	Ea	\$3.00
Box, Contents - Standard	Ea	\$4.50
Box, Contents - XL Heavy Duty	Ea	\$11.50
Paper, Corrugated - up to 36"x250'	RI	\$145.50
Brush, Wire	Ea	\$5.50
Brush, Grout	Ea	\$2.50
Brush, Long Handle/Scrub	Ea	\$11.50
Ducting, Layflat - Up to 12"x1000'	RI	\$334.00

Description	UOM	Rate
Filter, AFU Machine - Pre-Filter/Carbon	Ea	\$36.00
Filter, AFU Machine - Pre-Filter/Charcoal/HEPA	Ea	\$98.50
Filter, AFU Machine - Internal HEPA	Ea	\$295.00
Filter, LGR - Primary	Ea	\$3.00
Filter, LGR - Pleated	RI	\$11.50
Furniture Blocks	Bx	\$78.50
Furniture Pads	Pkg	\$120.00
Gloves, Surgical Latex/Nitril	Bx	\$18.50
Gloves, White Cotton	Pr	\$1.50
Gloves, Work / Rubber / Leather	Pr	\$4.50
Gloves, Yellow Cleaning	Pr	\$3.00
Boot Covers, Yellow Latex	Pr	\$3.00
Boot Covers, White Disposable	Pr	\$1.75
Tyvek Suits	Ea	\$20.00
Mop Heads	Ea	\$12.50
Plastic Sheeting - 6 mil - up to 20'x100'	RI	\$185.50
Plastic Sheeting - 4 mil - up to 20'x100'	RI	\$155.50
Painters Plastic	RI	\$44.00
Carpet Mask, Plastic up to 36"x200'	RI	\$145.00
Carpet Mask, Plastic up to 36"x500'	RI	\$275.00
Carpet Mask, Brown Builder's Paper	RI	\$25.00
PH Quick Test Strips (100 per pack)	Pkg	\$32.50
Respirator, N95 Particulate - up to 20/bx	Bx	\$32.50
Respirator, Cartridge, Particulate	Ea	\$13.00
Respirator, Cartridge - Vapor / Acid / Gas / HEPA	Ea	\$28.50
Scrub Sponge, General Purpose - Cleaning/Strip	Ea	\$3.75
Chemical Sponge, Smoke/Soot Removal	Ea	\$2.75
Spray Bottle w/trigger	Ea	\$3.50
Sticky Mats, up to 24"x36"	Ea	\$35.00
Tape, Caution	RI	\$18.00
Tape, Duct - Grey	RI	\$7.50
Tape, Duct - Teal/Red	RI	\$13.50
Tape, Duct - Heavy Duty/Gorilla	RI	\$19.50
Tape, Double-Sided	RI	\$29.00
Tape, Blue / Painters	RI	\$14.50
Tape, Masking	RI	\$6.50
Tape, Box/packaging - Clear or Brown	RI	\$5.50



## SCHEDULE B - CONSUMABLES(Continued)

Ducting, Layflat - Up to 16"x500'	RI	\$225.00
Ducting, Layflat - Up to 24"x500'	RI	\$320.00
Ducting, Layflat - Up to 36"x300'	RI	\$270.00
Filter, HEPA Vacuum - Paper Collection Bag	Ea	\$27.50
Filter, HEPA Vacuum - Internal HEPA	Ea	\$355.00
Filter, Shop-Vac - Paper Collection Bag	Ea	\$17.50
Filter, Shop-Vac - Internal Pleated	Ea	\$46.50
Filter, Shop-Vac - Internal HEPA	Ea	\$315.00
Filter, AFU Machine - Primary	Ea	\$2.50
Filter, AFU Machine - Pre-Filter/Pleated	Ea	\$10.50

Tape, HVAC (Aluminum)	RI	\$43.50
Tarps - General/Heavy Duty	SF	\$0.15
Towels - Cleaning - Per Dozen	Dz	\$15.00
Wipes, Microfiber - Per Dozen	Dz	\$42.00
Wrap, Bubble Cushion - Up to 12"x125'	RI	\$115.00
Wrap, Bubble Cushion - up to 24"x375'	RI	\$265.00
Wrap, Packing Paper - up to 70 sheets	Pkg	\$22.50
Wrap, Shrink	RI	\$35.00
Zip Ties - General / Heavy Duty	Dz	\$3.50
Zipper - Containment Doors	Ea	\$19.50

Customer Initials: 





## SCHEDULE C - EQUIPMENT

Equipment Item	UOM	Rate
Air Compressor - 185cfm Diesel 125psi	Day	\$ 240.00
Air Compressor - Hose - 3/4"x50'	Day	\$ 24.00
Air Compressor - Portable - Electric	Day	\$ 25.00
Air Scrubber - to 1400 cfm	Day	\$ 105.00
Air Scrubber - 2000 cfm	Day	\$ 140.00
Cart - Tilt / Demolition	Day	\$ 25.00
Cleaning Kit - Mops, Brooms, & Buckets (leach)	Day	\$ 25.00
Containment Poles - up to 20' ea	Day	\$ 18.50
Dry ice blaster 80#	Day	\$ 1,224.00
Electrical - 200amp dist panel	Day	\$ 250.00
Electrical - Spider box	Day	\$ 106.00
Electrical - Cable 6/4 50' Banded	Day	\$ 30.00
Electrical - Cable 50' 6/4	Day	\$ 25.00
Electrical - Cam Loc 4/0 50'	Day	\$ 24.00
Extractor - Electric	Day	\$ 175.00
Extractor - Heated	Day	\$ 250.00
Extractor - Gas Powered	Day	\$ 300.00
Fall Protection harness w/ lanyard and life line	Day	\$ 26.00
Floor Machine - Up to 20" Elect - (buffer/stripper)	Day	\$ 115.00
Floor Machine - 21"-30" Electric - (buffer/stripper)	Day	\$ 194.00
Floor Machine - Up to 30" Propane - (buffer/stripper)	Day	\$ 620.00
Fogger - ULV / Thermal (Electric)	Day	\$ 52.00
Fogger - Thermal (Gas Powered)	Day	\$ 95.00
Fuel - 500 gal aux tank double wall	Day	\$ 420.00
Gang Box (4 drills, 2 Circular saws, 2 Sawzall)	Day	\$ 65.00
Generator - Portable - Up to 6.5kw	Day	\$ 75.00
Generator - Portable - to 17.5kw	Day	\$ 325.00
Generator - up to 56kw	Day	\$ 875.00
Generator - up to 125kw	Day	\$ 1,250.00
Generator - up to 175kw	Day	\$ 1,600.00
Generator - up to 320kw	Day	\$ 3,000.00
Generator - up to 750kw	Day	\$ 8,300.00
Generator - up to 1000kw	Day	\$ 13,104.00
Heater - 15kw 240v	Day	\$ 164.00
Heater - 60kw 480v/3ph	Day	\$ 316.00
Heater - 150kw 480v/3ph	Day	\$ 918.00
High volume fan - 30"	Day	\$ 126.00
Ladder	Day	\$ 25.00
Light - Cart/Stand - Electric - Small	Day	\$ 15.00
Light - Cart/Stand - Electric - Medium	Day	\$ 26.00
Light - Cart/Stand - Electric - Large	Day	\$ 52.00
Light - Tower - Gas/Diesel	Day	\$ 240.00
Moisture Survey - IR Camera	Day	\$ 35.00
Moisture Survey - Moisture Meter	Day	\$ 25.00
Onsite accounting Package (laptop, Printer)	Day	\$ 65.00
Ozone Machine - Small - Up to 100 cfm	Day	\$ 75.00
Ozone Machine - Large - 101 - 265 cfm	Day	\$ 140.00

Equipment Item	UOM	Rate
PPE Package (3 or more safety items per person)	Day	\$ 25.00
Pressure Washer - Cold (Electric/ Gas) - up to 3000psi	Day	\$ 65.00
Pressure Washer - Hot (Electric/ Gas) - up to 3000psi	Day	\$ 165.00
Pump - 2" Gas/ Electric	Day	\$ 96.00
Pump - 4" Gas/Electric	Day	\$ 194.00
Pump - 12" Gas/Diesel	Day	\$ 1,044.00
Radio/cellphone - Job site comm.	Day	\$ 25.00
Respirator Protection - Full Face	Day	\$ 25.00
Respirator Protection - Half Face	Day	\$ 10.00
Safety Kit (Eye, Burn, & 25+ Person Aid)	Day	\$ 15.00
Saw - Kett	Day	\$ 23.00
Soda blaster - 2 cu. ft.	Day	\$ 490.00
Sprayer - Hudson / Handheld	Day	\$ 5.00
Sprayer - Airless - Electric - Small	Day	\$ 75.00
Sprayer - Airless - Electric - Large	Day	\$ 185.00
Trailer - Enclosed Tow Behind - up to 24'	Day	\$ 75.00
Trailer - Up to 53'	Day	\$ 250.00
Truck up to 1 Ton	Day	\$ 250.00
Vacuum - HEPA - Backmount	Day	\$ 80.00
Vacuum - HEPA - up to 4 Gal	Day	\$ 55.00
Vacuum - HEPA - to 12 Gal	Day	\$ 150.00
Vacuum - Shop Vac (wet/dry)	Day	\$ 30.00
Vacuum - Upright	Day	\$ 30.00
Van / Cargo	Day	\$ 95.00
Vehicle - Company Owned	Day	\$ 85.00

Drying Equipment Items	UOM	Rate
Air mover	Day	\$ 32.00
Axial fan (1 hp)	Day	\$ 36.00
10" x 25' Duct	Day	\$ 28.00
12" x 25' Duct	Day	\$ 29.00
18" x 25' Duct	Day	\$ 30.00
25" x 25' Duct	Day	\$ 35.00
A/C Portable - 1 ton	Day	\$ 244.00
A/C Portable - 2-3.5 ton	Day	\$ 840.00
A/C Portable - 5 ton	Day	\$ 1,112.00
A/C 480V - 10 ton	Day	\$ 800.00
A/C 480V - 20-25 ton	Day	\$ 1,276.00
A/C 480V - 40 ton	Day	\$ 1,600.00
Desiccant - to 400 cfm	Day	\$ 230.00
Desiccant - to 750 cfm	Day	\$ 501.60
Desiccant - to 2000 cfm	Day	\$ 965.00
Desiccant - to 5000 cfm	Day	\$ 1,560.00
Desiccant - to 9000 cfm	Day	\$ 2,574.04
Refrigerant - 10-15 gpd	Day	\$ 105.00
Refrigerant - LGR	Day	\$ 135.00



## SCHEDULE C - EQUIPMENT (CONT.)

### Equipment Considerations / Provisions

1. Unscheduled Rental Equipment

For equipment not listed that is rented for the project by Virtus the rate invoiced to the Customer will be the rate charged to Virtus plus 10%+10%.

2. Unscheduled Purchased Equipment

If special equipment not listed above is purchased for the project, the daily rental will be 5% of the retail price.

3. Scheduled Rental Equipment

Under certain circumstances, Virtus may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds 80% of our listed price, Virtus will charge the rental rate plus 10% + 10%.

4. Virtus Supplied Small Tools Charge

Small Tools usage will be calculated at 3% of total labor

5. PPE Package:

Three or more of the following items must be used to warrant charge per day, per person: Hard Hat, Safety Glasses, Back Brace, Knee Brace, Rubber/Work Boots, Ear Protection or Safety Vest

Customer Initials: Bj



## SCHEDULE D - INCURRED COSTS

### Incurred Costs Considerations / Provisions

#### 1. Contractors

10% overhead & 10% profit will be added to compensation total of all documented expenses for Unscheduled Equipment, Unscheduled Materials and Subcontractors /Vendors which are not identified in Schedule A- Labor.

#### 2. Lodging and Per Diem

Virtus will bill for costs incurred for lodging and per diems for employees assigned to the work per the current Government Service Administration rates as posted on their web site [www.gsa.gov](http://www.gsa.gov), such items will incur a markup of ten & ten percent (10% & 10%).


#### 3. Freight/Transportation and Other Charges

Virtus shall be compensated for cost incurred for the transportation of people, equipment, supplies and materials to and from the site of work and for other job related charges not listed in the sections above on the basis of cost plus markup of ten & ten percent (10% & 10%).

#### D.4 Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work. Provider shall be compensated for all costs incurred which are described above on the basis of cost plus a markup of ten & ten percent (10% & 10%).

Client agrees that Provider is working for the Client and not Client's insurance company or any agent/adjuster.

X   
\_\_\_\_\_  
Client's Signature Date  
Ben Zeller  
\_\_\_\_\_  
Printed Name  
101 N. Bridge, Rm 102  
\_\_\_\_\_  
Address Victoria, TX. 77901

X \_\_\_\_\_  
\_\_\_\_\_  
Provider's Signature Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Address